



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 6

1445 ROSS AVENUE, SUITE 1200

DALLAS, TX 75202-2733

JUL 11 2006

VIA CERTIFIED MAIL #7004 1160 0003 0354 5195

Mr. Stuart Latham
Southern Star Central Gas Pipelines
3800 Frederica Street
Owensboro, KY 42301

Re: Webb Compressor Station, Nardin, Grant County, Oklahoma

Dear Mr. Latham:

Enclosed is the executed copy of the final Administrative Order on Consent (AOC) negotiated by Southern Star Central Gas Pipelines (SSCGP) and the U.S. Environmental Protection Agency (EPA). The effective date of the AOC is July 7, 2006. Pursuant to Section VIII, Work to Be Performed, Paragraph 30 SSCGP shall submit to EPA for approval a draft Work Plan. The EPA understands that SSCGP has already submitted a draft Work Plan and is working with EPA to have it finalized. Additionally, SSCGP shall pay \$21,000.00 within 10 days after the Effective Date of this order for payment of Future Response Costs pursuant to Paragraph 52, Section XV, Payment of Response Costs. This money will be deposited into the Webb Compressor Station Superfund Site Special Account to be used to finance oversight costs.

I appreciate all your efforts and patience in the settlement of this matter. The EPA is pleased to have an agreement at this Site in order to effectuate a cleanup in Grant County, Oklahoma. Please feel free to contact me with any questions.

Sincerely yours,

A handwritten signature in dark ink, appearing to read "Amy Salinas", written over a horizontal line.

Amy Salinas
Assistant Regional Counsel (6RC-S)

Enclosure

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 6

IN THE MATTER OF:
Webb Compressor Station
Webb, Grant County, Oklahoma

Southern Star Central Gas Pipeline, Inc.

Respondent

ADMINISTRATIVE ORDER ON
CONSENT FOR REMOVAL ACTION

U.S. EPA Region 6
CERCLA Docket No. 06-06-06

Proceeding Under Sections 104, 106(a), 107
and 122 of the Comprehensive
Environmental Response, Compensation,
and Liability Act, as amended, 42 U.S.C. §§
9604, 9606(a), 9607 and 9622

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REGIONAL HEARING CLERK
EPA REGION VI

FILED

TABLE OF CONTENTS

I.	JURISDICTION AND GENERAL PROVISIONS	3
II.	PARTIES BOUND	3
III.	DEFINITIONS	4
IV.	FINDINGS OF FACT	6
V.	CONCLUSIONS OF LAW AND DETERMINATIONS	8
VI.	ORDER	9
VII.	DESIGNATION OF CONTRACTOR, PROJECT COORDINATOR, AND ON-SCENE COORDINATOR	9
VIII.	WORK TO BE PERFORMED	10
IX.	SITE ACCESS	15
X.	ACCESS TO INFORMATION	15
XI.	RECORD RETENTION	16
XII.	COMPLIANCE WITH OTHER LAWS	17
XIII.	EMERGENCY RESPONSE AND NOTIFICATION OF RELEASES	17
XIV.	AUTHORITY OF ON-SCENE COORDINATOR	18
XV.	PAYMENT OF RESPONSE COSTS	18
XVI.	DISPUTE RESOLUTION	20
XVII.	FORCE MAJEURE	20
XVIII.	STIPULATED PENALTIES	21
XIX.	COVENANT NOT TO SUE BY EPA	24
XX.	RESERVATIONS OF RIGHTS BY EPA	24
XXI.	COVENANT NOT TO SUE BY RESPONDENT	25
XXII.	OTHER CLAIMS	26
XXIII.	CONTRIBUTION PROTECTION	27
XXIV.	INDEMNIFICATION	26
XXV.	INSURANCE	27
XXVI.	MODIFICATIONS	28
XXVII.	ADDITIONAL REMOVAL ACTIONS	28
XXVIII.	NOTICE OF COMPLETION OF WORK	29
XXIX.	SEVERABILITY/INTEGRATION/APPENDICES	29
XXX.	EFFECTIVE DATE	30

I. JURISDICTION AND GENERAL PROVISIONS

1. This Administrative Order on Consent ("Order") is entered into voluntarily by the United States Environmental Protection Agency ("EPA") and Southern Star Central Gas Pipeline, Inc. ("Respondent"). This Order provides for the performance of a removal action by Respondent at or in connection with the property located in Section 1, Township 27 North, Range 3 West, Grant County, in Nardin Oklahoma, the "Webb Compressor Station" or the "Site."

2. This Order is issued under the authority vested in the President of the United States by Sections 104, 106(a), 107 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9604, 9606(a), 9607 and 9622, as amended ("CERCLA").

3. EPA has notified the State of Oklahoma (the "State") of this action pursuant to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

4. EPA and Respondent recognize that this Order has been negotiated in good faith and that the actions undertaken by Respondent in accordance with this Order do not constitute an admission of any liability. Respondent does not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Order, the validity of the findings of facts, conclusions of law, and determinations in Sections IV and V of this Order. Respondent agrees to comply with and be bound by the terms of this Order and further agree that they will not contest the basis or validity of this Order or its terms.

II. PARTIES BOUND

5. This Order applies to and is binding upon EPA and upon Respondent and its successors and assigns. Any change in ownership or corporate status of a Respondent including, but not limited to, any transfer of assets or real or personal property shall not alter such Respondent's responsibilities under this Order.

6. Respondent is jointly and severally liable for carrying out all activities required by this Order. In the event of the insolvency or other failure of the Respondent to implement the requirements of this Order, the remaining Respondents shall complete all such requirements.

7. Respondent shall ensure that their contractors, subcontractors, and representatives receive a copy of this Order and comply with this Order. Respondent shall be responsible for any noncompliance with this Order.

III. DEFINITIONS

8. Unless otherwise expressly provided herein, terms used in this Order which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Order or in the appendices attached hereto and incorporated hereunder, the following definitions shall apply:

a. "Action Memorandum" shall mean the EPA Action Memorandum relating to the Site signed on April 25, 2006, by the Regional Administrator, EPA Region 6, or his/her delegate, and all attachments thereto. The "Action Memorandum" is attached as Appendix A.

b. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601, *et seq.*

c. "Day" shall mean a calendar day. In computing any period of time under this Order, where the last day would fall on a Saturday, Sunday, or Federal holiday, the period shall run until the close of business of the next working day.

d. "Effective Date" shall be the effective date of this Order as provided in Section XXX.

e. "EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

g. "Future Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States incurs in reviewing or developing plans, reports and other items pursuant to this Order, verifying the Work, or otherwise implementing, overseeing, or enforcing this Order, including but not limited to, payroll costs, contractor costs, travel costs, laboratory costs, the costs incurred pursuant to Paragraph 38 (costs and attorneys fees and any monies paid to secure access, including the amount of just compensation), Paragraph 48 (emergency response), and Paragraph 74 (work takeover).

h. "Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

i. "National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

22. PCBs have been designated as hazardous substances pursuant to Section 311(b)(2)(A) of the Federal Water Pollution Control Act, 33 U.S.C. § 1321(b)(2)(A) and Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), and have been listed as a toxic pollutant pursuant to Section 307(a) of the Federal Water Pollution Control Act, 33 U.S.C. § 1317(a).

23. a) Based on the administrative record for the Site, on April 25, 2006 the EPA Region 6 Superfund Division Director approved an Action Memorandum that included a finding that actual or threatened releases of hazardous substances, pollutants or contaminants from the Site, if not addressed by implementing the response action selected in the Action Memorandum, will continue to present an imminent and substantial endangerment to public health or welfare or the environment. The Action Memorandum is Appendix A to this Order and is incorporated herein.

b) The EPA Region 6 Superfund Division Director has determined that the total past and projected response costs of the United States at or in connection with the Site will not exceed \$500,000, excluding interest.

V. CONCLUSIONS OF LAW AND DETERMINATIONS

24. Based on the Findings of Fact set forth above, and the Administrative Record supporting this removal action, EPA has determined that:

a. The Webb Compressor Station Site is a “facility” as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

b. The contamination found at the Site, as identified in the Findings of Fact above, includes “hazardous substance(s)” as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

c. Respondent is a “person” as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

d. Respondent is a potentially responsible party under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is jointly and severally liable for performance of response action and for response costs incurred and to be incurred at the Site.

e. Respondent is the “owner” and/or “operator” of the facility, as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and within the meaning of Section 107(a)(1) of CERCLA, 42 U.S.C. § 9607(a)(1).

f. The conditions described in Paragraphs 9-19 of the Findings of Fact above constitute an actual or threatened “release” of a hazardous substance from the facility as defined by Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).

III. DEFINITIONS

8. Unless otherwise expressly provided herein, terms used in this Order which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Order or in the appendices attached hereto and incorporated hereunder, the following definitions shall apply:

a. "Action Memorandum" shall mean the EPA Action Memorandum relating to the Site signed on April 25, 2006, by the Regional Administrator, EPA Region 6, or his/her delegate, and all attachments thereto. The "Action Memorandum" is attached as Appendix A.

b. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601, *et seq.*

c. "Day" shall mean a calendar day. In computing any period of time under this Order, where the last day would fall on a Saturday, Sunday, or Federal holiday, the period shall run until the close of business of the next working day.

d. "Effective Date" shall be the effective date of this Order as provided in Section XXX.

e. "EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

g. "Future Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States incurs in reviewing or developing plans, reports and other items pursuant to this Order, verifying the Work, or otherwise implementing, overseeing, or enforcing this Order, including but not limited to, payroll costs, contractor costs, travel costs, laboratory costs, the costs incurred pursuant to Paragraph 38 (costs and attorneys fees and any monies paid to secure access, including the amount of just compensation), Paragraph 48 (emergency response), and Paragraph 74 (work takeover).

h. "Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

i. "National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

m. "Order" shall mean this Administrative Order on Consent and all appendices attached hereto (listed in Section XXIX). In the event of conflict between this Order and any appendix, this Order shall control.

n. "Paragraph" shall mean a portion of this Order identified by an Arabic numeral.

o. "Parties" shall mean EPA and Respondent.

p. "Past Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States paid at or in connection with the Site from inception through the effective date of this administrative order, plus Interest on all such costs through such date.

q. "RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901, *et seq.* (also known as the Resource Conservation and Recovery Act).

r. "Respondent" shall mean Southern Star Central Gas Pipeline, Inc. formerly doing business as Williams Gas Pipelines Central, Inc.

s. "Section" shall mean a portion of this Order identified by a Roman numeral.

t. "Site" shall mean the Webb Compressor Superfund Site, encompassing approximately twenty (20) acres, located in Section 1, Township 27 North, Range 3 West, Grant County, Oklahoma and depicted generally on the map attached as Appendix B.

u. "State" shall mean the State of Oklahoma.

v. "Waste Material" shall mean 1) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); 2) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); and 3) any "solid waste" under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27).

w. "Work" shall mean all activities Respondent is required to perform under this Order.

x. "Work Plan" shall mean the approved plan for implementation of the removal action at the Site as set forth in Appendix C to this Order. Upon approval by EPA, the Work Plan shall be incorporated into this Order and be an enforceable part of this Order.

IV. FINDINGS OF FACT

9. Southern Star Central Gas Pipeline, Inc. (hereinafter "Southern Star" or "Respondent") is a corporation which is incorporated in the State of Delaware and authorized to do business in the State of Oklahoma.

10. At times relevant to this proceeding, Southern Star owned and operated a main line natural gas compressor station located near Nardin, in Grant County, Oklahoma. For convenience in this Order, this compressor station will be referred to as the Webb Compressor Station. The Webb Compressor Station is located approximately two miles west and three miles north of Nardin, Oklahoma, and is an 20-acre facility. The property is located in Section 1, Township 27 North, Range 3 West in Grant County, Oklahoma. Neighboring properties are primarily used for agricultural purposes. The Webb Compressor Station has been in service from the mid-1960s to present.

11. Main line compressor stations, such as the Webb Compressor Station, use large horsepower compressors to move large volumes of natural gas through the transmission lines to Southern Star' customers or other pipeline transmission or distribution firms. These compressors are started with compressed air, which is generated by an air compressor and stored prior to use in pressurized air receiver tanks. The compressed air system is not directly connected to the natural gas system.

12. Currently on the site there are the remains of a compressor building/auxiliary building, aboveground tanks (containing fuel, engine oil, glycol, and condensate, and used oil), SCADA building, meter house, reboiler building, coolers, scrubbers, one buried impoundment located along the fence on the west side of the Station, and one surface impoundment located in the southeast quadrant of the site, and the air receiver tanks are east of the compressor/auxiliary building. After the compressed air was produced it was dried in an air dryer and passed through air lines to the air receiver storage tanks. Due to changes in temperature and pressure, condensate accumulated in the air dryer and air receiver storage tanks. In the past, condensate from the air dryer and air receiver tanks may have been directed to a drain line which fed into an underground drainage system. The underground drainage system consisted of a drain line that ran south to an evaporation pond located near the southwest corner of the site.

13. Lubricants containing polychlorinated biphenyls ("PCBs") may have been used at the Webb Compressor Station facility in the air compressor system. Polychlorinated biphenyls are defined in 40 C.F.R. § 761.3 as any chemical substance that is limited to the biphenyl molecule that has been chlorinated to varying degrees or any combination of substances which contain such substance.

14. Over time, PCB-contaminated lubricants may have migrated from the air compressor units to the air dryers and air receiver tanks, where it could be released as PCB-contaminated condensates. In 1994 ERM Rocky Mountain conducted a site characterization of the Webb Compressor Station. A total of 61 samples were collected and analyzed from the site.

Soil samples were collected from the air receiver area, a buried impoundment, an on-site pond a drainage pathway west of the site, and upgradient and down gradient areas of the site. Analytical results indicated that two wipe samples contained PCB in excess of 10 ug/100 cm². A wipe sample taken from the air receiver discharge pipe contained 17 ug/100 cm² and a wipe sample from the dehydration building service air discharge pipe contained 180 ug/100 cm². Seven soil samples contained PCB in excess of 25 mg/kg. One soil sample from the air receiver area and six soil samples from the air compressor drain pit contained PCB concentrations ranging from 35-140 mg/kg.

15. Burlington Environmental Inc. (Burlington) conducted a site characterization at the facility to evaluate the presence of potential PCB contamination. Burlington collected wipe samples from concrete surfaces including the pipe chase and floor in the compressor buildin and the floor of the reboiler building. A total of 121 samples were submitted for PCB analysis. Analytical results of seven of the wipe samples indicated PCB in excess of 10 ug/100 cm² in the auxiliary building pipe chase and auxiliary building floor. The maximum PCB concentration detected was 1,800 ug/100 cm² in the auxiliary building pipe chase.

16. In 1995, SECOR International, Inc. (SECOR) conducted concrete decontamination and sampling activities at the facility. Analytical results of the previous site characterization indicated areas of elevated PCB concentrations at various locations. Approximately 1500 square feet of surface area were chemically decontaminated. Wipe samples were collected from the decontaminated area to verify cleanup. All of the confirmation wipe samples were found to contain PCB below the 10 mg/100 cm² regulatory limit.

17. In 2001, 2002 and 2003, Aquaterra conducted soil sampling at the air receiver area, former western impoundment area, southern impoundment, and the transformer area. PCB concentrations exceeding the 1 mg/kg were identified in the western impoundment area, the southern impoundment area, and the transformer area.

18. Hazardous substances have been or are threatened to be released at or from the Site. The hazardous substances found at the Site are polychlorinated biphenyls.

19. Hazardous substances, pollutants or contaminants, including PCBs haven been released from the facility. PCBs may have migrated via an underground drain line which feeds into the impoundment. Migration into these areas may continue unless some response action is taken.

20. PCBs are toxic chemicals which are extremely stable and persistent in the environment. The EPA uses a weight-of-evidence system to convey how likely a chemical is to be a human carcinogen. EPA has classified PCBs as probable human carcinogens (Group B2).

21. Potential routes of exposure for PCBs include inhalation of contaminated dust or volatilized contaminants, direct contact with and ingestion of contaminated dust, direct contact with and ingestion of contaminated soils, and ingestion of fruits, vegetables or animals contaminated by exposure to contaminated soil.

22. PCBs have been designated as hazardous substances pursuant to Section 311(b)(2)(A) of the Federal Water Pollution Control Act, 33 U.S.C. § 1321(b)(2)(A) and Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), and have been listed as a toxic pollutant pursuant to Section 307(a) of the Federal Water Pollution Control Act, 33 U.S.C. § 1317(a).

23. a) Based on the administrative record for the Site, on April 25, 2006 the EPA Region 6 Superfund Division Director approved an Action Memorandum that included a finding that actual or threatened releases of hazardous substances, pollutants or contaminants from the Site, if not addressed by implementing the response action selected in the Action Memorandum, will continue to present an imminent and substantial endangerment to public health or welfare or the environment. The Action Memorandum is Appendix A to this Order and is incorporated herein.

b) The EPA Region 6 Superfund Division Director has determined that the total past and projected response costs of the United States at or in connection with the Site will not exceed \$500,000, excluding interest.

V. CONCLUSIONS OF LAW AND DETERMINATIONS

24. Based on the Findings of Fact set forth above, and the Administrative Record supporting this removal action, EPA has determined that:

a. The Webb Compressor Station Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

b. The contamination found at the Site, as identified in the Findings of Fact above, includes "hazardous substance(s)" as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

c. Respondent is a "person" as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

d. Respondent is a potentially responsible party under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is jointly and severally liable for performance of response action and for response costs incurred and to be incurred at the Site.

e. Respondent is the "owner" and/or "operator" of the facility, as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and within the meaning of Section 107(a)(1) of CERCLA, 42 U.S.C. § 9607(a)(1).

f. The conditions described in Paragraphs 9-19 of the Findings of Fact above constitute an actual or threatened "release" of a hazardous substance from the facility as defined by Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).

g. The removal action required by this Order is necessary to protect the public health, welfare, or the environment and, if carried out in compliance with the terms of this Order, will be considered consistent with the NCP, as provided in Section 300.700(c)(3)(ii) of the NCP.

VI. ORDER

Based upon the foregoing Findings of Fact, Conclusions of Law, Determinations, and the Administrative Record for this Site, it is hereby Ordered and Agreed that Respondent shall comply with all provisions of this Order, including, but not limited to, all attachments to this Order and all documents incorporated by reference into this Order.

VII. DESIGNATION OF CONTRACTOR, PROJECT COORDINATOR, AND ON-SCENE COORDINATOR

25. Respondent shall retain one or more contractors to perform the Work and shall notify EPA of the name(s) and qualifications of such contractor(s) within forty-five (45) days of the Effective Date. Respondent shall also notify EPA of the name(s) and qualification(s) of any other contractor(s) or subcontractor(s) retained to perform the Work at least thirty (30) days prior to commencement of such Work. EPA retains the right to disapprove of any or all of the contractors and/or subcontractors retained by Respondent. If EPA disapproves of a selected contractor, Respondent shall retain a different contractor and shall notify EPA of that contractor's name and qualifications within ten (10) days of EPA's written notice to Respondent of EPA's disapproval. Respondent shall demonstrate that the proposed contractor is in compliance with ANSI/ASQC E-4-1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs" (American National Standard, January 5, 1995), by submitting a copy of the proposed contractor's Quality Management Plan ("QMP"). Respondent shall ensure that the QMP is prepared in accordance with "EPA Requirements for Quality Management Plans (QA/R-2)" (EPA/240/B0-1/002), or equivalent documentation as required by EPA.

26. Within 15 days after the Effective Date, Respondent shall designate a Project Coordinator who shall be responsible for administration of all actions by Respondent required by this Order and shall submit to EPA the designated Project Coordinator's name, address, telephone number, and qualifications. To the greatest extent possible, the Project Coordinator shall be present on Site or readily available during Site work. EPA retains the right to disapprove of the designated Project Coordinator. If EPA disapproves of the designated Project Coordinator, Respondent shall retain a different Project Coordinator and shall notify EPA of that person's name, address, telephone number, and qualifications within 15 days following EPA's disapproval. Receipt by Respondent's Project Coordinator of any notice or communication from EPA relating to this Order shall constitute receipt by Respondent.

27. EPA has designated Ms. Rita Engblom of the , EPA Region 6, Response & Prevention Branch, as its On-Scene Coordinator ("OSC"). Except as otherwise provided in this Order, Respondent shall direct all submissions required by this Order to the OSC via overnight express mail to:

Ms. Rita Engblom (6SF-R1)
U.S. Environmental Protection Agency
Superfund Division
Response and Prevention Branch
1445 Ross Avenue
Dallas, TX 75202-2733
(214) 665-8341 (phone)
(214) 665-7447 (fax)
Engblom.rita@epa.gov

28. EPA and Respondent shall have the right, subject to Paragraph 26, to change their respective designated OSC or Project Coordinator. Respondent shall notify EPA ten (10) days before such a change is made. The initial notification may be made orally, but shall be promptly followed by a written notice.

VIII. WORK TO BE PERFORMED

29. Respondent shall perform, at a minimum, all actions necessary to implement the Action Memorandum and the Statement of Work. The actions to be implemented generally include, but are not limited to, the following:

a. It is hereby agreed by the Parties that Respondent shall perform the tasks and submit deliverables with respect to the Webb Compressor Station to be set forth in the Work Plan document identified in Paragraph 30, below, entitled "Work Plan Webb Compressor Station, Southern Star Central Gas Pipeline, Inc., Webb, Oklahoma" (Work Plan), and as the Work Plan may be modified pursuant to Section XXVI, Modification, in accordance with the schedule and requirements set forth therein. All such work shall be conducted in accordance with CERCLA, the NCP, and EPA guidance including, but not limited to, the Office of Solid Waste and Emergency Response (OSWER) Directive No. 9355.4-01 "Guidance on Remedial Actions for Superfund Sites with PCB Contamination." For the purposes of this Order, day means calendar day unless otherwise noted in the Order and the word approved means (i) approved by EPA Region 6 or (ii) agreed to under the Work Plan.

b. Within forty-five (45) days of the effective date of this Order, Respondent shall submit to EPA for review and approval a detailed Work Plan, with a schedule, for the following areas:

a. Southern Impoundment-- Excavate all PCB-contaminated soil within the impoundment area that are above the cleanup standard of 1 mg/kg or to less than 10.0 mg/kg with construction of a cap in accordance with 40 CFR § 761.61(a)(7) and (a)(8). The excavated soils shall be excavated and disposed of in accordance with an approved work plan. After verification that cleanup standards have been achieved, the excavated area shall be backfilled, graded to previous contours and covered with at least 10 inches of clean topsoil. General measures for

erosion control will be implemented, including the placement of silt fences, where appropriate, and seeding.

- b. Western Impoundment-- Excavate all PCB contaminated soils within the impoundment area that are above the cleanup standard of 1 mg/kg or to less than 10.0 mg/kg with construction of a cap in accordance with 40 CFR § 761.61(a)(7) and (a)(8). The soil shall be excavated and disposed of in accordance with an approved work plan. After verification that cleanup standards have been achieved, the excavated area shall be backfilled, graded to previous contours and covered with at least 10 inches of clean topsoil. General measures for erosion control will be implemented, including the placement of silt fences, where appropriate, and seeding.
- c. Drain Line Piping-- The drain line to the impoundment and the underground air lines in the air receiver or auxiliary building areas exhibiting surface PCB concentrations in excess of 10 µg/100 cm² shall be removed and disposed of in accordance with an approved work plan. The Work Plan shall include plans for final verification sampling to document compliance with the maximum PCB concentration of 10 µg/100 cm² on lines remaining in place. The Work Plan shall also include plans for (1) identification of locations of potential PCB migration out of the lines, such as defects, points of ingress and egress, etc., and (2) verification sampling of soils beneath excavated areas documenting PCB concentrations of 1 mg/kg. After removal of lines and PCB contaminated soil, and verification that the cleanup standards have been achieved, excavated areas will be backfilled, graded to previous contours and covered with at least 10 inches of clean topsoil. General measures for erosion control will be implemented, including the placement of silt fences, where appropriate, and seeding.
- d. Transformer Area-- Excavate all PCB contaminated soils from the transformer area that are above the cleanup standard of 1 mg/kg or to less than 10.0 mg/kg with construction of a cap in accordance with 40 CFR § 761.61(a)(7) and (a)(8). The excavated soil shall be excavated and disposed of in accordance with an approved work plan. After verification that the cleanup standards have been achieved, the excavated area shall be backfilled, graded to previous contours and covered with at least 10 inches of clean topsoil. General measures for erosion control will be implemented, including the placement of silt fences, where appropriate, and seeding.
- e. Off-Site Treatment and Disposal-- All materials removed from the Webb Compressor Station shall be disposed of at a facility approved by the On-

Scene Coordinator and in accordance with the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Resource Conservation and Recovery Act of 1976 (RCRA), 42 U.S.C. § 6901 et seq., as amended, the EPA Off-Site Rule, and all other applicable Federal, State, and local requirements. The proposed methods of disposal shall be set forth in the Work Plan.

30. Work Plan and Implementation.

a. Within ten (10) days after the Effective Date, Respondent shall submit to EPA for approval a draft Work Plan for performing the removal action generally described in Paragraph 29 above. The draft Work Plan shall provide a description of, and an expeditious schedule for, the actions required by this Order. The QAPP should be prepared in accordance with "EPA Requirements for Quality Assurance Project Plans (QA/R-5)" (EPA/240/B-01/003, March 2001), and "EPA Guidance for Quality Assurance Project Plans (QA/G-5)" (EPA/600/R-98/018, February 1998).

b. EPA may approve, disapprove, require revisions to, or modify the draft Work Plan in whole or in part. If EPA requires revisions, Respondent shall submit a revised draft Work Plan within thirty (30) days of receipt of EPA's notification of the required revisions. Respondent shall implement the Work Plan as approved in writing by EPA in accordance with the schedule approved by EPA. Once approved, or approved with modifications, the Work Plan, the schedule, and any subsequent modifications shall be incorporated into and become fully enforceable under this Order.

c. Respondent shall not commence any Work except in conformance with the terms of this Order. Respondent shall not commence implementation of the Work Plan developed hereunder until receiving written EPA approval pursuant to Paragraph 30(b).

31. Health and Safety Plan. Within thirty (30) days after the Effective Date, Respondent shall submit for EPA review and comment a plan that ensures the protection of the public health and safety during performance of on-Site work under this Order. This plan shall be prepared in accordance with EPA's Standard Operating Safety Guide (PUB 9285.1-03, PB 92-963414, June 1992). In addition, the plan shall comply with all currently applicable Occupational Safety and Health Administration ("OSHA") regulations found at 29 C.F.R. Part 1910. If EPA determines that it is appropriate, the plan shall also include contingency planning. Respondent shall incorporate all changes to the plan recommended by EPA and shall implement the plan during the pendency of the removal action.

32. Quality Assurance and Sampling.

a. All sampling and analyses performed pursuant to this Order shall conform to EPA direction, approval, and guidance regarding sampling, quality assurance/quality control ("QA/QC"), data validation, and chain of custody procedures. Respondent shall ensure that the laboratory used to perform the analyses participates in a QA/QC program that complies with the

appropriate EPA guidance. Respondent shall follow, as appropriate, "Quality Assurance/Quality Control Guidance for Removal Activities: Sampling QA/QC Plan and Data Validation Procedures" (OSWER Directive No. 9360.4-01, April 1, 1990), as guidance for QA/QC and sampling. Respondent shall only use laboratories that have a documented Quality System that complies with ANSI/ASQC E-4 1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs" (American National Standard, January 5, 1995), and "EPA Requirements for Quality Management Plans (QA/R-2) (EPA/240/B-01/002, March 2001)," or equivalent documentation as determined by EPA. EPA may consider laboratories accredited under the National Environmental Laboratory Accreditation Program ("NELAP") as meeting the Quality System requirements.

b. Upon request by EPA, Respondent shall have such a laboratory analyze samples submitted by EPA for QA monitoring. Respondent shall provide to EPA the QA/QC procedures followed by all sampling teams and laboratories performing data collection and/or analysis.

c. Upon request by EPA, Respondent shall allow EPA or its authorized representatives to take split and/or duplicate samples. Respondent shall notify EPA not less than 10 days in advance of any sample collection activity, unless shorter notice is agreed to by EPA. EPA shall have the right to take any additional samples that EPA deems necessary. Upon request, EPA shall allow Respondent to take split or duplicate samples of any samples it takes as part of its oversight of Respondent's implementation of the Work.

33. Post-Removal Site Control. In accordance with the Work Plan schedule, or as otherwise directed by EPA, Respondent shall submit a proposal for post-removal site control consistent with Section 300.415(l) of the NCP and OSWER Directive No. 9360.2-02. Upon EPA approval, Respondent shall implement such controls and shall provide EPA with documentation of all post-removal site control arrangements.

34. Reporting.

a. Respondent shall submit a written progress report to EPA concerning actions undertaken pursuant to this Order every 15th day after the date of receipt of EPA's approval of the Work Plan until termination of the Work, unless otherwise directed in writing by the OSC. These reports shall describe all significant developments during the preceding period, including the actions performed and any problems encountered, analytical data received during the reporting period, and the developments anticipated during the next reporting period, including a schedule of actions to be performed, anticipated problems, and planned resolutions of past or anticipated problems.

b. Respondent shall submit 2 copies of all plans, reports or other submissions required by this Order, the Work Plan, or any approved work plan. Upon request by EPA, Respondent shall submit such documents in electronic form.

c. Respondent who owns or controls property at the Site shall, at least 30 days prior to the conveyance of any interest in real property at the Site, give written notice to the transferee that the property is subject to this Order and written notice to EPA of the proposed conveyance, including the name and address of the transferee. Respondent who owns or controls property at the Site also agree to require that their successors comply with the immediately proceeding sentence and Sections IX (Site Access) and X (Access to Information).

35. Final Report. Within one hundred twenty (120) days after completion of all Work required by this Order, Respondent shall submit for EPA review and approval a final report summarizing the actions taken to comply with this Order. The final report shall conform, at a minimum, with the requirements set forth in Section 300.165 of the NCP entitled "OSC Reports." The final report shall include a good faith estimate of total costs or a statement of actual costs incurred in complying with the Order, a listing of quantities and types of materials removed off-Site or handled on-Site, a discussion of removal and disposal options considered for those materials, a listing of the ultimate destination(s) of those materials, a presentation of the analytical results of all sampling and analyses performed, and accompanying appendices containing all relevant documentation generated during the removal action (e.g., manifests, invoices, bills, contracts, and permits). The final report shall also include the following certification signed by a person who supervised or directed the preparation of that report:

"Under penalty of law, I certify that to the best of my knowledge, after appropriate inquiries of all relevant persons involved in the preparation of the report, the information submitted is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

36. Off-Site Shipments.

a. Respondent shall, prior to any off-Site shipment of Waste Material from the Site to an out-of-state waste management facility, provide written notification of such shipment of Waste Material to the appropriate state environmental official in the receiving facility's state and to the On-Scene Coordinator. However, this notification requirement shall not apply to any off-Site shipments when the total volume of all such shipments will not exceed 10 cubic yards.

i. Respondent shall include in the written notification the following information: 1) the name and location of the facility to which the Waste Material is to be shipped; 2) the type and quantity of the Waste Material to be shipped; 3) the expected schedule for the shipment of the Waste Material; and 4) the method of transportation. Respondent shall notify the state in which the planned receiving facility is located of major changes in the shipment plan, such as a decision to ship the Waste Material to another facility within the same state, or to a facility in another state.

ii. The identity of the receiving facility and state will be determined by Respondent following the award of the contract for the removal action. Respondent shall

provide the information required by Paragraph 36(a) and 36(b) as soon as practicable after the award of the contract and before the Waste Material is actually shipped.

b. Before shipping any hazardous substances, pollutants, or contaminants from the Site to an off-site location, Respondent shall obtain EPA's certification that the proposed receiving facility is operating in compliance with the requirements of CERCLA Section 121(d)(3), 42 U.S.C. § 9621(d)(3), and 40 C.F.R. § 300.440. Respondent shall only send hazardous substances, pollutants, or contaminants from the Site to an off-site facility that complies with the requirements of the statutory provision and regulation cited in the preceding sentence.

IX. SITE ACCESS

37. If the Site, or any other property where access is needed to implement this Order, is owned or controlled by the Respondent, the Respondent shall, commencing on the Effective Date, provide EPA and their representatives, including contractors, with access at all reasonable times to the Site, or such other property, for the purpose of conducting any activity related to this Order.

38. Where any action under this Order is to be performed in areas owned by or in possession of someone other than the Respondent, Respondent shall use their best efforts to obtain all necessary access agreements for the Respondent, as well as for the United States on behalf of the EPA, as well as their representatives, within thirty (30) days after the Effective Date, or as otherwise specified in writing by the OSC. Respondent shall immediately notify EPA if after using their best efforts they are unable to obtain such agreements. For purposes of this Paragraph, "best efforts" includes the payment of reasonable sums of money in consideration of access. Respondent shall describe in writing their efforts to obtain access. EPA may then assist Respondent in gaining access, to the extent necessary to effectuate the response actions described herein, using such means as EPA deems appropriate. Respondent shall reimburse EPA for all costs and attorney's fees incurred by the United States in obtaining such access, in accordance with the procedures in Section XV (Payment of Response Costs).

39. Notwithstanding any provision of this Order, EPA retains all of its access authorities and rights, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

X. ACCESS TO INFORMATION

40. Respondent shall provide to EPA, upon request, copies of all documents and information within their possession or control or that of their contractors or agents relating to activities at the Site or to the implementation of this Order, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Work. Respondent shall also make available to EPA, for purposes of investigation, information

gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

41. Respondent may assert business confidentiality claims covering part or all of the documents or information submitted to EPA under this Order to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). Documents or information determined to be confidential by EPA will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies documents or information when they are submitted to EPA, or if EPA has notified Respondent that the documents or information are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2, Subpart B, the public may be given access to such documents or information without further notice to Respondent.

42. Respondent may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Respondent asserts such a privilege in lieu of providing documents, they shall provide EPA with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the contents of the document, record, or information; and 6) the privilege asserted by Respondent. However, no documents, reports or other information created or generated pursuant to the requirements of this Order shall be withheld on the grounds that they are privileged.

43. No claim of confidentiality shall be made with respect to any data, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around the Site.

XI. RECORD RETENTION

44. Until 10 years after Respondent's receipt of EPA's notification pursuant to Section XXVIII (Notice of Completion of Work), each Respondent shall preserve and retain all non-identical copies of records and documents (including records or documents in electronic form) now in its possession or control or which come into its possession or control that relate in any manner to the performance of the Work or the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary. Until 10 years after Respondent's receipt of EPA's notification pursuant to Section XXVIII (Notice of Completion of Work), Respondent shall also instruct their contractors and agents to preserve all documents, records, and information of whatever kind, nature or description relating to performance of the Work.

45. At the conclusion of this document retention period, Respondent shall notify EPA at least 90 days prior to the destruction of any such records or documents, and, upon request by EPA, Respondent shall deliver any such records or documents to EPA. Respondent may assert

that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Respondent asserts such a privilege, they shall provide EPA with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the subject of the document, record, or information; and 6) the privilege asserted by Respondent. However, no documents, reports or other information created or generated pursuant to the requirements of this Order shall be withheld on the grounds that they are privileged.

46. Each Respondent hereby certifies individually that to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information (other than identical copies) relating to its potential liability regarding the Site since notification of potential liability by EPA or the State or the filing of suit against it regarding the Site and that it has fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

XII. COMPLIANCE WITH OTHER LAWS

47. Respondent shall perform all actions required pursuant to this Order in accordance with all applicable local, state, and federal laws and regulations except as provided in Section 121(e) of CERCLA, 42 U.S.C. § 9621(e), and 40 C.F.R. §§ 300.400(e) and 300.415(j). In accordance with 40 C.F.R. § 300.415(j), all on-Site actions required pursuant to this Order shall, to the extent practicable, as determined by EPA, considering the exigencies of the situation, attain applicable or relevant and appropriate requirements ("ARARs") under federal environmental or state environmental or facility siting laws.

XIII. EMERGENCY RESPONSE AND NOTIFICATION OF RELEASES

48. In the event of any action or occurrence during performance of the Work which causes or threatens a release of Waste Material from the Site that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, Respondent shall immediately take all appropriate action. Respondent shall take these actions in accordance with all applicable provisions of this Order, including, but not limited to, the Health and Safety Plan, in order to prevent, abate or minimize such release or endangerment caused or threatened by the release. Respondent shall also immediately notify the OSC or, in the event of his/her unavailability, the Regional Duty Officer Response and Prevention Branch at 1-866-372-7745 of the incident or Site conditions. In the event that Respondent fails to take appropriate response action as required by this Paragraph, and EPA takes such action instead, Respondent shall reimburse EPA all costs of the response action not inconsistent with the NCP pursuant to Section XV (Payment of Response Costs).

49. In addition, in the event of any release of a hazardous substance from the Site, Respondent shall immediately notify the OSC at 1-866-372-7745 and the National Response Center at (800) 424-8802. and the National Response Center at (800) 424-8802. Respondent shall submit a written report to EPA within 7 days after each release, setting forth the events that occurred and the measures taken or to be taken to mitigate any release or endangerment caused or threatened by the release and to prevent the reoccurrence of such a release. This reporting requirement is in addition to, and not in lieu of, reporting under Section 103(c) of CERCLA, 42 U.S.C. § 9603(c), and Section 304 of the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. § 11004, *et seq.*

XIV. AUTHORITY OF ON-SCENE COORDINATOR

50. The OSC shall be responsible for overseeing Respondent's implementation of this Order. The OSC shall have the authority vested in an OSC by the NCP, including the authority to halt, conduct, or direct any Work required by this Order, or to direct any other removal action undertaken at the Site. Absence of the OSC from the Site shall not be cause for stoppage of work unless specifically directed by the OSC.

XV. PAYMENT OF RESPONSE COSTS

51. Payment for Past Response Costs.

a. Respondents shall pay to EPA all Past Response Costs within 30 days of receipt of a bill requiring payment that includes a SCORPIOS report, which includes direct and indirect costs incurred by EPA and its contractors. Payment shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." Each check, or a letter accompanying each check, shall identify the name and address of the party(ies) making payment, the Site name, the EPA Region and Site/Spill ID Number A630, and the EPA docket number, 06-06-06 for this action, and shall be sent to:

U.S. EPA, Cincinnati Accounting Operations - Region 6
Webb Compressor Station (A630)
CERCLIS #: OKN000606651
Mellon Bank
P.O. Box 371099M
Pittsburgh, Pennsylvania 15251

b. At the time of payment, Respondents shall send notice that such payment has been made to:

Chief Superfund Cost Recovery Section (6SF-AC)
U.S. Environmental Protection Agency
1445 Ross Avenue

Dallas, TX 75202-2733

c. The total amount to be paid by Respondents pursuant to Paragraph 51(a) shall be deposited in the Webb Compressor Station Site Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

52. Payments for Future Response Costs.

a. Respondents shall pay EPA all Future Response Costs not inconsistent with the NCP. Respondents shall pay \$21,000.00 to EPA within 10 days after the Effective Date of this Order for Future Response Costs not inconsistent with the NCP. If the Future Response Costs exceed \$21,000.00, EPA will send Respondent a bill requiring payment that includes a SCORPIOS report, which includes direct and indirect costs incurred by EPA and its contractors. Respondent shall make all payments within 30 days of receipt of each bill requiring payment, except as otherwise provided in Paragraph 54 of this Order.

b. Respondent shall make all payments required by this Paragraph by a certified or cashier's check or checks made payable to "EPA Hazardous Substance Superfund," referencing the name and address of the party(ies) making payment and EPA Site/Spill ID number A630, Respondent shall send the check(s) to:

U.S. EPA, Cincinnati Accounting Operations - Region 6
Webb Compressor Station (A630)
CERCLIS #: OKN000606651
Mellon Bank
P.O. Box 371099M
Pittsburgh, Pennsylvania 15251

c. At the time of payment, Respondent shall send notice that payment has been made to :

Chief Superfund Cost Recovery Section (6SF-AC)
U.S. Environmental Protection Agency
1445 Ross Avenue
Dallas, TX 75202-2733

d. The total amount to be paid by Respondent pursuant to Paragraph 52(a) shall be deposited in the Webb Compressor Station Superfund Site Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

53. In the event that the payment for Future Response Costs are not made within 30 days after the Effective Date, Respondent shall pay Interest on the unpaid balance. The Interest on Future Response Costs shall begin to accrue 30 days after the Effective Date and shall continue to accrue until the date of payment. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to the United States by virtue of Respondent's failure to make timely payments under this Section, including but not limited to, payment of stipulated penalties pursuant to Section XVIII.

54. Respondent may dispute all or part of a bill for Future Response Costs submitted under this Order, if Respondent alleges that EPA has made an accounting error, or if Respondent alleges that a cost item is inconsistent with the NCP. If any dispute over costs is resolved before payment is due, the amount due will be adjusted as necessary. If the dispute is not resolved before payment is due, Respondent shall pay the full amount of the uncontested costs to EPA as specified in Paragraph 52 on or before the due date. Within the same time period, Respondent shall pay the full amount of the contested costs into an interest-bearing escrow account. Respondent shall simultaneously transmit a copy of both checks to the persons listed in Paragraph 52(c) above. Respondent shall ensure that the prevailing party or parties in the dispute shall receive the amount upon which they prevailed from the escrow funds plus interest within 30 days after the dispute is resolved.

XVI. DISPUTE RESOLUTION

55. Unless otherwise expressly provided for in this Order, the dispute resolution procedures of this Section shall be the exclusive mechanism for resolving disputes arising under this Order. The Parties shall attempt to resolve any disagreements concerning this Order expeditiously and informally.

56. If Respondent objects to any EPA action taken pursuant to this Order, they shall notify EPA in writing of their objection(s) within 5 days of such action, unless the objection(s) has/have been resolved informally. EPA and Respondent shall have 5 days from EPA's receipt of Respondent's written objection(s) to resolve the dispute through formal negotiations (the "Negotiation Period"). The Negotiation Period may be extended at the sole discretion of EPA.

57. Any agreement reached by the parties pursuant to this Section shall be in writing and shall, upon signature by both parties, be incorporated into and become an enforceable part of this Order. If the Parties are unable to reach an agreement within the Negotiation Period, an EPA management official at the Regional Judicial Officer level or higher will issue a written decision on the dispute to Respondent. EPA's decision shall be incorporated into and become an enforceable part of this Order. Respondent's obligations under this Order shall not be tolled by submission of any objection for dispute resolution under this Section. Following resolution of the dispute, as provided by this Section, Respondent shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with EPA's decision, whichever occurs.

XVII. FORCE MAJEURE

58. Respondent agrees to perform all requirements of this Order within the time limits established under this Order, unless the performance is delayed by a *force majeure*. For purposes of this Order, a *force majeure* is defined as any event arising from causes beyond the control of Respondent, or of any entity controlled by Respondent, including but not limited to their contractors and subcontractors, which delays or prevents performance of any obligation under this Order despite Respondent's best efforts to fulfill the obligation. *Force majeure* does not include financial inability to complete the Work or increased cost of performance or a failure to attain cleanup levels set forth in the Action Memorandum.

59. If any event occurs or has occurred that may delay the performance of any obligation under this Order, whether or not caused by a *force majeure* event, Respondent shall notify EPA orally within five (5) days of when Respondent first knew that the event might cause a delay. Within 5 days thereafter, Respondent shall provide to EPA in writing an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Respondent's rationale for attributing such delay to a *force majeure* event if they intend to assert such a claim; and a statement as to whether, in the opinion of Respondent, such event may cause or contribute to an endangerment to public health, welfare or the environment. Failure to comply with the above requirements shall preclude Respondent from asserting any claim of *force majeure* for that event for the period of time of such failure to comply and for any additional delay caused by such failure.

60. If EPA agrees that the delay or anticipated delay is attributable to a *force majeure* event, the time for performance of the obligations under this Order that are affected by the *force majeure* event will be extended by EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the *force majeure* event shall not, of itself, extend the time for performance of any other obligation. If EPA does not agree that the delay or anticipated delay has been or will be caused by a *force majeure* event, EPA will notify Respondent in writing of its decision. If EPA agrees that the delay is attributable to a *force majeure* event, EPA will notify Respondent in writing of the length of the extension, if any, for performance of the obligations affected by the *force majeure* event.

XVIII. STIPULATED PENALTIES

61. Respondents shall be liable to EPA for stipulated penalties in the amounts set forth in Paragraphs 62, 63 and 64 for failure to comply with the requirements of this Order specified below, unless excused under Section XVII (*Force Majeure*). "Compliance" by Respondents shall include completion of the activities under this Order or any work plan or other plan approved under this Order identified below in accordance with all applicable requirements of law, this Order, the Work Plan, and any plans or other documents approved by EPA pursuant to this Order and within the specified time schedules established by and approved under this Order.

62. Stipulated Penalty Amounts

Any failure by Respondent to perform a requirement of this Order is a violation of this Order. For each day, or portion thereof, that Respondent fails to perform, fully, any requirement of this Order (except for the submission of progress reports pursuant to Paragraph 34(a)) in accordance with the schedules established pursuant to this Order (including schedules established in EPA-approved submissions), Respondent shall pay stipulated penalties as follows:

<u>Penalty per Day per failure to perform a requirement of this Order:</u>	<u>Period of failure to perform:</u>
\$1,000	1 - 7 days
\$3,000	8 - 21 days
\$5,000	22 or more days

63. Stipulated Penalty Amounts - Progress Reports.

Any failure by Respondent to submit a timely or adequate progress report is a failure to perform a requirement of this Order and, accordingly, a violation of this Order. For each day, or portion thereof, that Respondent fails to submit a timely or adequate progress report pursuant to Paragraph 34(a) in accordance with the schedules established pursuant to this Order, Respondent shall pay stipulated penalties as follows:

<u>Penalty per Day per failure to submit a timely or adequate progress report:</u>	<u>Period of failure to perform:</u>
\$ 500	1 - 7 days
\$1,000	8 - 21 days
\$2,000	22 or more days

64. a) In the event that EPA assumes performance of a portion or all of the Work pursuant to Paragraph 74 of Section XX, Respondent shall pay a stipulated penalty in the amount of \$300,000.

b) For each failure to cease activity when the EPA OSC or EPA-designated site representative orders either an oral or written cessation or halt of activities pursuant to Paragraph 50 of this Order, the Respondents shall pay a stipulated penalty of \$27,500 per day.

65. All penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs, and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. However, stipulated penalties shall not accrue: 1) with respect to a deficient submission under Section VIII (Work to be Performed), during the period, if any, beginning on the 31st day after EPA's receipt of such submission until the date that EPA notifies Respondents of any deficiency; and 2) with respect to a decision by the EPA Management Official at the Regional Judicial Officer level or higher, under Paragraph 57 of Section XVI (Dispute Resolution), during the period, if any, beginning on the 21st day after the Negotiation Period begins until the date that the EPA management official issues a final decision regarding such dispute. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Order.

66. Following EPA's determination that Respondents have failed to comply with a requirement of this Order, EPA may give Respondents written notification of the failure and describe the noncompliance. EPA may send Respondents a written demand for payment of the penalties. However, penalties shall accrue as provided in the preceding Paragraph regardless of whether EPA has notified Respondents of a violation.

67. All penalties accruing under this Section shall be due and payable to EPA within 30 days of Respondents' receipt from EPA of a demand for payment of the penalties, unless Respondents invoke the dispute resolution procedures under Section XVI (Dispute Resolution). All payments to EPA under this Section shall be paid by certified or cashier's check(s) made payable to "EPA Hazardous Substances Superfund," shall be mailed to:

U.S. EPA Superfund, Cincinnati Accounting Operations-Region 6
Webb Compressor Superfund Site (A630)
CERCLIS #: OKN000606651
Mellon Bank
P.O. Box 371099M
Pittsburgh, Pennsylvania 15251

Respondents shall indicate that the payment is for stipulated penalties, and shall reference the EPA Region and Site/Spill ID Number A630 the EPA Docket Number 06-06-06, and the name and address of the party(ies) making payment. Copies of check(s) paid pursuant to this Section, and any accompanying transmittal letter(s), shall be sent to:

Chief Superfund Cost Recovery Section (6SF-AC)
U.S. Environmental Protection Agency
1445 Ross Avenue
Dallas, TX 75202-2733

68. The payment of penalties shall not alter in any way Respondents' obligation to complete performance of the Work required under this Order.

69. Penalties shall continue to accrue during any dispute resolution period, but need not be paid until 15 days after the dispute is resolved by agreement or by receipt of EPA's decision.

70. If Respondents fail to pay stipulated penalties when due, EPA may institute proceedings to collect the penalties, as well as Interest. Respondents shall pay Interest on the unpaid balance, which shall begin to accrue on the date of demand made pursuant to Paragraph 67. Nothing in this Order shall be construed as prohibiting, altering, or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondents' violation of this Order or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Sections 106(b) and 122(l) of CERCLA, 42 U.S.C. §§ 9606(b) and 9622(l), and punitive damages pursuant to Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3). Provided, however, that EPA shall not seek civil penalties pursuant to Section 106(b) or 122(l) of CERCLA or punitive damages pursuant to Section 107(c)(3) of CERCLA for any violation for which a stipulated penalty is provided herein, except in the case of a willful violation of this Order or in the event that EPA assumes performance of a portion or all of the Work pursuant to Section XX, Paragraph 74. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this Order.

XIX. COVENANT NOT TO SUE BY EPA

71. In consideration of the actions that will be performed and the payments that will be made by Respondent under the terms of this Order, and except as otherwise specifically provided in this Order, EPA covenants not to sue or to take administrative action against Respondent pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), for performance of the Work and for recovery of Future Response Costs. This covenant not to sue shall take effect upon the Effective Date and is conditioned upon the complete and satisfactory performance by Respondent of all obligations under this Order, including, but not limited to, payment of Future Response Costs pursuant to Section XV. This covenant not to sue extends only to Respondent and does not extend to any other person.

XX. RESERVATIONS OF RIGHTS BY EPA

72. Except as specifically provided in this Order, nothing herein shall limit the power and authority of EPA or the United States to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants or contaminants, or hazardous or solid waste on, at, or from the Site. Further, nothing herein shall prevent EPA from seeking legal or equitable relief to enforce the terms of this Order, from taking other legal or equitable action as it deems appropriate and necessary, or from requiring Respondent in the future to perform additional activities pursuant to CERCLA or any other applicable law.

73. The covenant not to sue set forth in Section XIX above does not pertain to any matters other than those expressly identified therein. EPA reserves, and this Order is without prejudice to, all rights against Respondent with respect to all other matters, including, but not limited to:

- a. claims based on a failure by Respondent to meet a requirement of this Order;
- b. liability for costs not included within the definition of Future Response Costs;
- c. liability for performance of response action other than the Work;
- d. criminal liability;
- e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
- f. liability arising from the past, present, or future disposal, release or threat of release of Waste Materials outside of the Site; and
- g. liability for costs incurred or to be incurred by the Agency for Toxic Substances and Disease Registry related to the Site.

74. Work Takeover. In the event EPA determines that Respondent has ceased implementation of any portion of the Work, are seriously or repeatedly deficient or late in their performance of the Work, or are implementing the Work in a manner which may cause an endangerment to human health or the environment, EPA may assume the performance of all or any portion of the Work as EPA determines necessary. Respondent may invoke the procedures set forth in Section XVI (Dispute Resolution) to dispute EPA's determination that takeover of the Work is warranted under this Paragraph. Costs incurred by the United States in performing the Work pursuant to this Paragraph shall be considered Future Response Costs that Respondent shall pay pursuant to Section XV (Payment of Response Costs). Notwithstanding any other provision of this Order, EPA retains all authority and reserves all rights to take any and all response actions authorized by law.

XXI. COVENANT NOT TO SUE BY RESPONDENT

75. Respondent covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Work, Future Response Costs, or this Order, including, but not limited to:

- a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund established by 26 U.S.C. § 9507, based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Site.

Except as provided in Paragraph 77 (De Micromis Waivers), these covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to the reservations set forth in Paragraphs 73 (b), (c), and (e) - (g), but only to the extent that Respondent's claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

76. Nothing in this Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

77. Respondent agrees not to assert any claims and to waive all claims or causes of action that they may have for all matters relating to the Site, including for contribution, against any person where the person's liability to Respondent with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at the Site, or having accepted for transport for disposal or treatment of hazardous substances at the Site, if

a. the materials contributed by such person to the Site containing hazardous substances did not exceed the greater of i) 0.002% of the total volume of waste at the Site, or ii) 110 gallons of liquid materials or 200 pounds of solid materials.

b. This waiver shall not apply to any claim or cause of action against any person meeting the above criteria if EPA has determined that the materials contributed to the Site by such person contributed or could contribute significantly to the costs of response at the Site. This waiver also shall not apply with respect to any defense, claim, or cause of action that a Respondent may have against any person if such person asserts a claim or cause of action relating to the Site against such Respondent.

XXII. OTHER CLAIMS

78. By issuance of this Order, the United States and EPA assume no liability for injuries or damages to persons or property resulting from any acts or omissions of Respondent. The United States or EPA shall not be deemed a party to any contract entered into by Respondent or their directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out actions pursuant to this Order.

79. Except as expressly provided in Section XXI, Paragraph 77 (De Micromis Waivers) and Section XIX (Covenant Not to Sue by EPA), nothing in this Order constitutes a satisfaction of or release from any claim or cause of action against Respondent or any person not a party to this Order, for any liability such person may have under CERCLA, other statutes, or common law, including but not limited to any claims of the United States for costs, damages and interest under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607.

80. No action or decision by EPA pursuant to this Order shall give rise to any right to judicial review, except as set forth in Section 113(h) of CERCLA, 42 U.S.C. § 9613(h).

XXIII. CONTRIBUTION PROTECTION

81. The Parties agree that Respondent is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), for "matters addressed" in this Order. The "matters addressed" in this Order are the Work and Future Response Costs. Except as provided in Section XXI, Paragraph 77, of this Order (De Micromis Waivers), nothing in this Order precludes the United States or Respondent from asserting any claims, causes of action, or demands against any persons not parties to this Order for indemnification, contribution, or cost recovery.

XXIV. INDEMNIFICATION

82. Respondent shall indemnify, save and hold harmless the United States, its officials, agents, contractors, subcontractors, employees and representatives from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of Respondent, their officers, directors, employees, agents, contractors, or subcontractors, in carrying out actions pursuant to this Order. In addition, Respondent agrees to pay the United States all costs incurred by the United States, including but not limited to attorneys fees and other expenses of litigation and settlement, arising from or on account of claims made against the United States based on negligent or other wrongful acts or omissions of Respondent, their officers, directors, employees, agents, contractors, subcontractors and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Order. The United States shall not be held out as a party to any contract entered into by or on behalf of Respondent in carrying out activities pursuant to this Order. Neither Respondent nor any such contractor shall be considered an agent of the United States.

83. The United States shall give Respondent notice of any claim for which the United States plans to seek indemnification pursuant to this Section and shall consult with Respondent prior to settling such claim.

84. Respondent waives all claims against the United States for damages or reimbursement or for set-off of any payments made or to be made to the United States, arising from or on account of any contract, agreement, or arrangement between Respondent and any person for performance of

Work on or relating to the Site, including, but not limited to, claims on account of construction delays. In addition, Respondent shall indemnify and hold harmless the United States with respect to any and all claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between Respondent and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays.

XXV. INSURANCE

85. At least 7 days prior to commencing any on-Site work under this Order, Respondent shall secure, and shall maintain for the duration of this Order, comprehensive general liability insurance and automobile insurance with limits of \$10 million dollars, combined single limit. Within the same time period, Respondent shall provide EPA with certificates of such insurance and a copy of each insurance policy. In addition, for the duration of the Order, Respondent shall satisfy, or shall ensure that their contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of Respondent in furtherance of this Order. If Respondent demonstrates by evidence satisfactory to EPA that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering some or all of the same risks but in an equal or lesser amount, then Respondent need provide only that portion of the insurance described above which is not maintained by such contractor or subcontractor.

XXVI. MODIFICATIONS

86. The OSC may make modifications to any plan or schedule or Work Plan in writing or by oral direction. Any oral modification will be memorialized in writing by EPA promptly, but shall have as its effective date the date of the OSC's oral direction. Any other requirements of this Order may be modified in writing by mutual agreement of the parties.

87. If Respondent seeks permission to deviate from any approved work plan or schedule or Statement of Work, Respondent's Project Coordinator shall submit a written request to EPA for approval outlining the proposed modification and its basis. Respondent may not proceed with the requested deviation until receiving oral or written approval from the OSC pursuant to Paragraph 86.

88. No informal advice, guidance, suggestion, or comment by the OSC or other EPA representatives regarding reports, plans, specifications, schedules, or any other writing submitted by Respondent shall relieve Respondent of their obligation to obtain any formal approval required by this Order, or to comply with all requirements of this Order, unless it is formally modified.

XXVII. ADDITIONAL REMOVAL ACTION

89. If EPA determines that additional removal actions not included in an approved plan are necessary to protect public health, welfare, or the environment, EPA will notify Respondent of that determination. Unless otherwise stated by EPA, within 30 days of receipt of notice from EPA that

additional removal actions are necessary to protect public health, welfare, or the environment, Respondent shall submit for approval by EPA a Work Plan for the additional removal actions. The plan shall conform to the applicable requirements of Section VIII (Work to Be Performed) of this Order. Upon EPA's approval of the plan pursuant to Section VIII, Respondent shall implement the plan for additional removal actions in accordance with the provisions and schedule contained therein. This Section does not alter or diminish the OSC's authority to make oral modifications to any plan or schedule pursuant to Section XXVI (Modifications).

XXVIII. NOTICE OF COMPLETION OF WORK

90. When EPA determines, after EPA's review of the Final Report, that all Work has been fully performed in accordance with this Order, with the exception of any continuing obligations required by this Order, including payment of Future Response Costs, or record retention, EPA will provide written notice to Respondent. If EPA determines that any such Work has not been completed in accordance with this Order, EPA will notify Respondent, provide a list of the deficiencies, and require that Respondent modify the Work Plan if appropriate in order to correct such deficiencies. Respondent shall implement the modified and approved Work Plan and shall submit a modified Final Report in accordance with the EPA notice. Failure by Respondent to implement the approved modified Work Plan shall be a violation of this Order.

XXIX. SEVERABILITY/INTEGRATION/APPENDICES

91. If a court issues an order that invalidates any provision of this Order or finds that Respondent has sufficient cause not to comply with one or more provisions of this Order, Respondent shall remain bound to comply with all provisions of this Order not invalidated or determined to be subject to a sufficient cause defense by the court's order.

92. This Order and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Order. The parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Order. The following appendices are attached to and incorporated into this Order:

Appendix A: Request for a Time-Critical Removal Action (April 25, 2006)

Appendix B: Site Vicinity Map and Site Map

Appendix C: Work Plan for the Removal Action submitted by Southern Star Central Gas Pipeline, Inc.

XXX. EFFECTIVE DATE

93. This Order shall be effective on the day it is signed by the EPA Region 6 Superfund Division Director.

It is so ORDERED and Agreed this 7th day of July, 2006.

BY: John R. Hepola DATE: 7/7/06
for Samuel Coleman, P.E., Director
Superfund Division

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 6

IN THE MATTER OF:
Webb Compressor Station
Webb, Grant County, Oklahoma

ADMINISTRATIVE ORDER ON
CONSENT FOR REMOVAL ACTION

Southern Star Central Gas Pipeline, Inc.,
Respondent

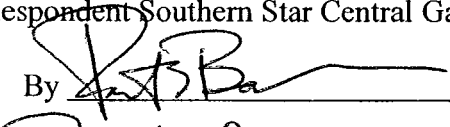
U.S. EPA Region 6
CERCLA Docket No. 06-06-06

Proceeding Under Sections 104, 106(a), 107
and 122 of the Comprehensive
Environmental Response, Compensation,
and Liability Act, as amended, 42 U.S.C. §§
9604, 9606(a), 9607 and 9622

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to bind Respondent to this document.

Agreed this 16th day of May, 2006.

For Respondent Southern Star Central Gas Pipeline, Inc.

By  14

Robert S Bahnick -
(Print or type name)

Title Sr. Vice President Operations
(Print or type title)

APPENDIX A

REQUEST FOR A TIME-CRITICAL REMOVAL ACTION DATED 4/25/06



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 6
1445 ROSS AVENUE, SUITE 1200
DALLAS, TX 75202-2733

COPY

MEMORANDUM

SUBJECT: Request for a Time Critical Removal Action at the Webb Compressor Station Site, Texas County, Oklahoma

FROM: Rita Engblom, Federal On-Scene Coordinator
Superfund Division (6SF-R1)

THRU: Ragan Broyles, Chief
Response and Prevention Branch (6SF-R)

TO: Samuel Coleman, P.E., Director
Superfund Division (6SF)

I. PURPOSE

This Memorandum requests approval of a Time Critical removal action in accordance with the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9604, at the Webb Compressor Station site located approximately three miles north of Nardin, in Grant County, Oklahoma. The facility encompasses approximately 20 acres. The removal action is to address polychlorinated biphenyls ("PCBs") contamination in soil and on piping.

This action meets the criteria for initiating a removal action under Section 300.415 of the National Contingency Plan ("NCP"), 40 CFR § 300.415. This action is expected to require less than twelve months and \$2 million to complete.

SITE CONDITIONS AND BACKGROUND

CERCLIS ID#: OKN000606651
Category of Removal: Time-Critical
Site ID#: A630
National Significance: Removal Action

2. Physical Location

The Webb Compressor Station site is located approximately three miles north of Nardin, Oklahoma. The property encompasses approximately 20 acres of Section 1, Township 27 North, Range 3 West of Grant County, Oklahoma (*See Attachment 1*). The site is located in an area that is rural and primarily used for agricultural purposes. The land surface slopes to the south/southwest with surface water draining to Chickaskia Creek.

Currently, there is one residence within one mile of the site. According to the 2000 Census, the population of Grant County is 5,144. Currently, the site could be classified as a low occupancy area in accordance with 40 CFR § 761.3. However, the future land use of this site is unknown and for purposes of this removal action, the site is classified as a high occupancy area.

3. Site Characteristics

The site currently consists of several buildings including a compressor building, air receivers, above ground storage tanks, coolers, scrubbers, one buried impoundment located on the west side of the property, and one surface impoundment located on the southeast side of the property. *See Attachment 2*. According to the RP, the Webb Compressor Station, which has been in operation since 1965, no longer utilizes PCBs.

~~Based on previous soil sampling at the site, the RP has identified four areas to be addressed by this removal action. The areas of concern include:~~

- Area 1: Western Impoundment (approximately 660 cubic yards of PCB-contaminated soil);
- Area 2: Southern Impoundment (approximately 560 cubic yards of PCB-contaminated soil);
- Area 3: Transformer Area (approximately 2 cubic yards of PCB-contaminated soil); and,
- Area 4: Drain Lines (approximately 1,000 linear feet of PCB-contaminated pipeline).

4. Release or Threatened Release into the Environment of a Hazardous Substance, or Pollutant or Contaminant

PCBs have been detected in soils and on drain lines at the site. PCBs are listed as hazardous substances pursuant to 40 CFR §302.4. As such, they are "hazardous substances" as defined in Section 101(14) of the CERCLA, 42 U.S.C. §9601(14).

III. THREATS TO PUBLIC HEALTH OR WELFARE OR THE ENVIRONMENT, AND STATUTORY AND REGULATORY AUTHORITIES

A. Threats to Public Health or Welfare

Section 300.415 of the NCP lists the factors to be considered in determining the appropriateness of a removal action. Paragraphs (b)(2)(i), (ii), (iv), and (v) directly apply to the conditions at the site. Any one of these factors may be sufficient to justify a removal action.

I. Exposure to Human Populations, Animals or the Food Chain, NCP Section 300.415.(b)(2)(i)

There is potential for exposure of human populations and animals to PCBs which are hazardous substances as defined in CERCLA Section 101(14), 42 U.S.C. 9601(14), and further defined at 40 CFR §302.4. Release of these contaminants has been identified through site assessment, and there is a threat of further release. People and animals coming on to the site could be exposed to these contaminants through ingestion, skin contact and inhalation pathways.

PCBs are toxic chemicals which are extremely stable and persistent in the environment. PCBs are toxic to humans, causing liver damage, adverse skin effects, and changes in other biological functions, and are regarded by the Environmental Protection Agency ("EPA") as probable human carcinogens. PCBs bioaccumulate in humans and other organisms, which means that PCBs accumulate over time in living tissues in concentrations much higher than the concentrations to which the organisms are exposed in the environment. See Attachment 3.

Routes of human exposure of PCBs include inhalation of PCB-contaminated dust, direct contact with and ingestion of PCB-contaminated dust, direct contact with and ingestion of PCB-contaminated soil, and ingestion of fruits, vegetables or animals contaminated by exposure to PCB-contaminated soil. In addition, PCBs may be volatilized into the air and subsequently inhaled by humans.

PCBs have the potential to bioaccumulate in the food chain due to the lipophilic nature of the compound. For acute exposures, the Agency for Toxic Substances and Disease Registry ("ATSDR") reports liver damage effects in animals at ingestion dosages of approximately 0.4 to 0.8 mg/kg/day. The ATSDR also reports adverse effects on unborn animals at ingestion dosages of approximately 3 to 13 mg/kg/day and death in animals at ingestion dosages of approximately 750 mg/kg/day for acute exposures. The ATSDR also reports death in animals at skin contact dosages of approximately 1250 mg/kg/day.

For chronic exposures (greater than 14 days), the ATSDR reports effects on unborn and newborn animals at ingestion dosages of approximately 0.005 to 0.1 mg/kg/day; liver and skin damage and death are reported at ingestion dosages of approximately 0.1 mg/kg/day or greater. The ATSDR also reports, liver and kidney damage in animals at skin contact dosages of approximately 100 mg/kg/day.

V. PROPOSED ACTIONS AND ESTIMATED COSTS

A. Proposed Actions

1. Proposed Action Description

In accordance with Toxic Substances Control Act ("TSCA"), 40 CFR § 761.61(a)(4) the clean-up level for soil in a high occupancy area is to less than 1 mg/kg in soil or to less than 10 mg/kg with a cap meeting the requirements of 40 CFR § 761.61(a)(7) and (a)(8). In accordance with 40 CFR § 761.61(a)(4)(ii) the clean-up level for non-porous surfaces in high occupancy areas, the surface PCBs cleanup standard is 10 $\mu\text{g}/100\text{cm}^2$ of surface area.

Characterization activities conducted by the RP indicate the need for cleanup activities on the western impoundment, southern impoundment, transformer area and drain lines.

- Western Impoundment (Area 1)

Approximately 660 cubic yards of PCB-contaminated soil will be excavated from the former impoundment and transported for disposal at an approved facility. Soil that exceeds 10 mg/kg of PCBs will be excavated. Soil remaining above 1 mg/kg of PCBs but less than 10 mg/kg will require construction of a cap in accordance with 40 CFR § 761.61(a)(7) and (a)(8).

- Southern Impoundment (Area 2):

Approximately 560 cubic yards of PCB-contaminated soil will be excavated from the impoundment area and transported for disposal at an approved facility. Soil that exceeds 10 mg/kg of PCBs will be excavated. Soil remaining above 1 mg/kg of PCBs but less than 10 mg/kg will require construction of a cap in accordance with 40 CFR § 761.61(a)(7) and (a)(8).

- Transformer Area (Area 3):

Approximately 2 cubic yards of PCB-contaminated soil will be excavated from the northwest stained soil area and transported for disposal at an approved facility. Soil that exceeds 10 mg/kg of PCBs will be excavated. Soil remaining above 1 mg/kg of PCBs but less than 10 mg/kg will require construction of a cap in accordance with 40 CFR § 761.61(a)(7) and (a)(8).

end loader, dump truck, or other equivalent conveyance equipment and staged. Stockpiles will be lined and bermed to prevent the migration of PCBs to clean soil. In addition, soil may be loaded directly onto trucks at each excavation area in lieu of staging.

All excavation areas will be backfilled, graded to previous contours, capped (if soils remain with PCBs concentrations that are greater than 1 mg/kg) and covered with at least 10 inches of clean topsoil. General measures for erosion control will be implemented, including the placement of silt fences, where appropriate, and seeding.

All off-site transportation and disposal will be done in accordance with applicable U.S. Department of Transportation ("USDOT") requirements and in compliance with the EPA's Off-Site Rule. All requirements under the Occupational Safety and Health Act ("OSHA") of 1970, 29 U.S.C. § 651 et seq., and under the laws of the State, approved under Section 18 of the Federal OSHA laws, as well as other applicable safety and health requirements, will be followed. Federal OSHA requirements include Hazardous Materials Operation, 20 CFR § 1910, as amended by 54 Fed. Reg. 9317 (March, 1989), all OSHA General Industry (29 CFR § 1910) and Construction (29 CFR § 1926) standards wherever they are applicable, as well as OSHA record keeping and reporting regulations, and the EPA regulations set forth in 40 CFR § 300, relating to the conduct of work at Superfund sites.

Other requirements under the OSHA of 1970, 29 U.S.C. § 651 et seq., and under the laws of a State with an approved equivalent worker safety program, as well as other applicable safety and health requirements, will be followed. Federal OSHA requirements include, among other things, Hazardous Materials Operation, 20 CFR § 1910, as amended by 54 Fed. Reg. 9317 (March 1989), all OSHA General Industry (29 CFR § 1910) and Construction (29 CFR § 1926) standards wherever they are relevant, as well as OSHA record keeping and reporting regulations, and the EPA regulations set forth in 40 CFR § 300 relating to the conduct of work at Superfund sites.

2. Contribution to Remedial Performance

Because this action constitutes source control, these actions are cost effective and consistent with any long term remediation strategies that may be developed for the site.

3. Description of Alternative Technologies

The EPA considered using alternate treatment technologies rather than excavation to achieve the soil cleanup levels specified in Section V.A.1., above. The EPA's policy regarding the use of alternative technologies for removal actions, as described in the Office of Solid Waste and Emergency Response Directive 9380.2-1 "Administrative Guidance for Removal Program Use of Alternatives to Land Disposal," is that the alternative technology must provide for timely response and protection of human health and the environment. The policy also establishes three

B. Estimated Costs

This action is expected to be performed by the RP at an estimated cost of \$ 300,000. The estimated cost of oversight of this action is approximately \$21,000.

ESTIMATED COSTS

Extramural Costs

ERRS	\$ N/A
START	\$ 13,000.00
Subtotal, Extramural Costs	\$ 13,000.00

TOTAL, EXTRAMURAL COSTS	\$ 13,000.00
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Intramural Costs

EPA Regional Direct Costs	\$ 7,000.00
EPA Regional Indirect Costs	\$ 1,000.00
EPA Headquarters Costs	\$ N/A

TOTAL, INTRAMURAL COSTS	\$ 8,000.00
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TOTAL, CERCLA REMOVAL PROJECT CEILING..	\$ 21,000.00
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VI. EXPECTED CHANGE IN THE SITUATION SHOULD ACTION BE DELAYED OR NOT TAKEN

The proposed actions for the Webb Compressor Station site should be taken immediately. Should these actions be delayed, the potential threats to human health and the environment will increase.

VII. OUTSTANDING POLICY ISSUES

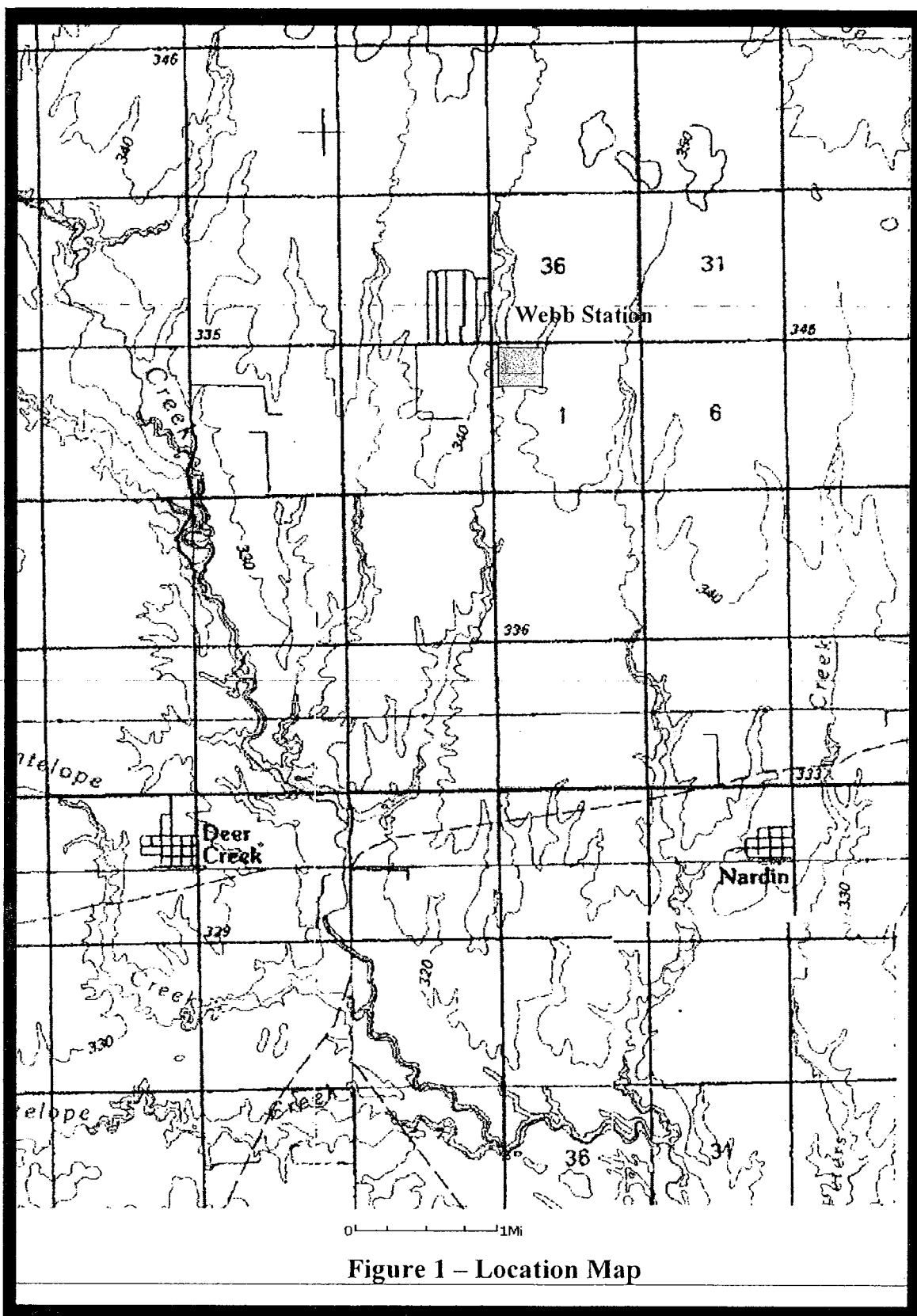
None.

VIII. ENFORCEMENT

See attached confidential Enforcement Attachment (*See Attachment 4*).

IX. RECOMMENDATION

This decision document represents the selected removal action for the Webb Compressor Station site, in Grant County, Oklahoma, developed in accordance with CERCLA, 42 U.S.C. §



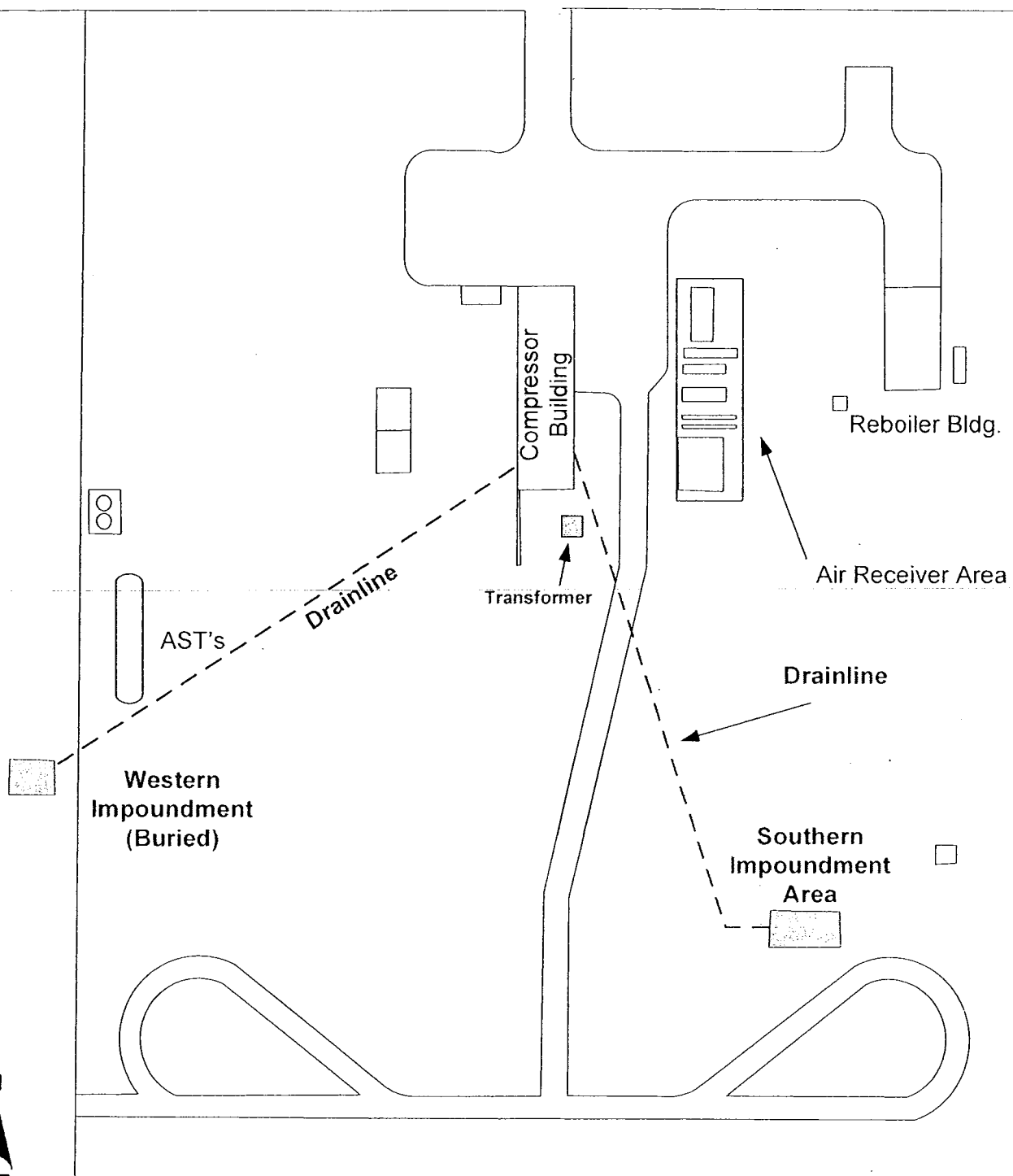


Figure - 2 Site Layout and Excavation Areas

Not to Scale

This fact sheet answers the most frequently asked health questions (FAQs) about polybrominated biphenyls and polybrominated diphenyl ethers. For more information, call the ATSDR Information Center at 1-888-422-8737. This fact sheet is one in a series of summaries about hazardous substances and their health effects. It is important you understand this information because this substance may harm you. The effects of exposure to any hazardous substance depend on the dose, the duration, how you are exposed, personal traits and habits, and whether other chemicals are present.

HIGHLIGHTS: Polybrominated biphenyls (PBBs) and polybrominated diphenyl ethers (PBDEs) are manmade chemicals found in plastics used in a variety of consumer products to make them difficult to burn. Some people who ate food contaminated with PBBs in the 1970s had skin problems. Almost nothing is known about health effects of PBDEs in people. PBBs have been found in at least 9 of the 1,613 National Priorities List sites identified by the Environmental Protection Agency (EPA). PBDEs have not been identified in any of the 1,613 sites.

What are PBBs and PBDEs?

PBBs and PBDEs are manufactured chemicals found in plastics used in a variety of consumer products (computer monitors, televisions, textiles, plastic foams, etc.) to make them difficult to burn. Because they are mixed into plastics rather than bound to them, they can leave the plastic and find their way into the environment. PBBs and PBDEs are similar, but not identical compounds. Both are colorless to off-white solids. Both PBBs and PBDEs are mixtures of up to 209 individual component chemicals called congeners.

The manufacture of PBBs was discontinued in the United States in 1976, while production of PBDEs has continued to the present. Trade names of some commercial PBB mixtures include FireMaster BP-6® and FireMaster FF-1®. Trade names of some PBDE commercial mixtures include Bromkal 70-5DE®, Tardex 501®, and Saytex 115®.

What happens to PBBs and PBDEs when they enter the environment?

- ☐ PBBs entered the air, water and soil during their manufacture and use.
- ☐ PBBs entered the environment when animal feed was accidentally mixed with PBBs in lower Michigan in 1973.
- ☐ PBBs entered the environment during the disposal of contaminated animal feed and animal products, and during the disposal of plastic products containing PBBs in waste sites.
- ☐ Small amounts entered the environment from improper incineration of plastics containing PBBs.
- ☐ PBDEs entered air, water, and soil during their manufacture and use in consumer products.
- ☐ In air, PBDEs can be present as particles, but eventually settle to soil or water.

- ☐ Sunlight can degrade some PBDEs in air.
- ☐ PBDEs do not dissolve easily in water, but stick to particles and settle to the bottom of river or lakes.
- ☐ Some PBDEs in water can build up in fish.

How might I be exposed to PBBs and PBDEs?

- ☐ Exposure to PBBs by the general population will be mainly from past releases.
- ☐ Michigan residents who ate animal products contaminated with PBBs were exposed to these chemicals.
- ☐ Some people living in Michigan's lower peninsula may still be experiencing exposure to PBBs.
- ☐ You can be exposed to PBBs in the air if you live near a waste site that contains PBBs.
- ☐ Low levels of PBDEs are found in air, sediments, animals, and food.
- ☐ Analyses of blood, breast milk, and body fat indicate that most people are exposed to low levels of PBDEs.
- ☐ Exposure to higher levels of PBDEs can occur in workers who produce or manufacture PBDE-containing products.
- ☐ Exposure to PBDEs can also occur if you work in a confined place where plastics and foam products are recycled, and computers are repaired.

How can PBBs and PBDEs affect my health?

Most of what we know about the health effects of PBBs in people comes from studies of people in Michigan who ate PBB-contaminated animal products for several months. Some residents complained of nausea, abdominal pain, loss of appetite, joint pain, fatigue, and weakness. However, it could not be clearly established that PBBs were the cause of these health problems. There is stronger evidence that PBBs may have caused skin problems, such as acne, in some people who ate contaminated

POLYBROMINATED BIPHENYLS and POLYBROMINATED DIPHENYL ETHERS

ToxFAQs™ Internet address is <http://www.atsdr.cdc.gov/toxfaq.html>

food. Some workers exposed to PBBs by breathing and skin contact for days to months also developed acne. Studies in animals exposed to large amounts of PBBs for a short time or to smaller amounts for longer time show that PBBs can cause weight loss, skin disorders, nervous and immune system effects, and effects on the liver, kidneys, and thyroid gland. There is no definite information on health effects of PBDEs in people. Rats and mice that ate food with moderate amounts of PBDEs for a few days had effects on the thyroid gland. Those that ate smaller amounts for weeks or months had effects on the thyroid and the liver. Preliminary evidence suggests that PBDEs may cause neurobehavioral alterations and affect the immune system in animals.

How likely are PBBs and PBDEs to cause cancer?

We do not know whether PBBs can cause cancer in humans, but we know that they can cause liver cancer in rats and mice. Based on the findings in animals, the Department of Health and Human Services (DHHS) determined that PBBs may reasonably be anticipated to be carcinogens. The International Agency for Research on Cancer (IARC) has determined that PBBs are possibly carcinogenic to humans.

We do not know whether PBDEs can cause cancer in humans. Rats and mice that ate food with decabromodiphenyl ether (one type of PBDEs) throughout their lives, developed liver tumors. Based on this evidence, the EPA has classified decabromodiphenyl ether as a possible human carcinogen.

How can PBBs and PBDEs affect children?

Children are exposed to PBBs and PBDEs in generally the same way as adults, mainly by eating contaminated food. Because PBBs and PBDEs dissolve readily in fat, they can accumulate in breast milk fat and be transferred to babies and young children. They can also cross the placenta and reach the fetus.

No specific health effects attributed to PBBs were found in children who ate contaminated food in the Michigan accident or in children born to mothers who ate the contaminated food. No studies are available of children exposed to PBDEs.

Neurobehavioral alterations have been found in animals that were exposed to PBBs in the womb and by nursing. Such exposures also caused changes in thyroid hormone levels in the newborn animals and birth defects. Exposure to PBDEs in the womb and through nursing has also caused thyroid effects and neurobehavioral alterations in newborn animals, but not birth defects.

How can families reduce the risk of exposure to PBBs and PBDEs?

- ☐ Since PBBs are no longer produced or used, the risk of exposure to these compounds is limited.
- ☐ Do not eat fish or wildlife caught in contaminated locations; always follow posted health warnings.
- ☐ Discourage children from playing in the dirt near waste sites.
- ☐ Discourage children from eating dirt, from putting their hands in their mouths or from doing other hand-to-mouth activities.
- ☐ If you are exposed to PBDEs at work, you may carry PBDEs home on your skin, clothes, or tools. You can avoid this by showering, and changing clothing before leaving work, and your work clothes should be kept separate from other clothes and laundered separately.

Is there a medical test to show whether I've been exposed PBBs and PBDEs?

There are tests that can detect PBBs and PBDEs in blood, body fat, and breast milk. These tests can tell whether you have been exposed to high levels of the chemicals, but cannot tell the exact amount or type of PBB or PBDE you were exposed to, or whether harmful effects will occur. Blood tests are the easiest and safest for detecting recent exposures to large amounts of PBBs or PBDEs. These tests are not routinely available at the doctor's office, but samples can be sent to laboratories that have the appropriate equipment.

Has the federal government made recommendations to protect human health?

There are no federal guidelines or recommendations for protecting human health from exposure to PBBs.

The EPA requires that companies that transport, store, or dispose of *p*-bromodiphenyl ether (a particular PBDE compound) follow the rules and regulations of the federal hazardous waste management program. The EPA requires that industry tell the National Response Center each time 100 pounds or more of *p*-bromodiphenyl ether are released to the environment.

References

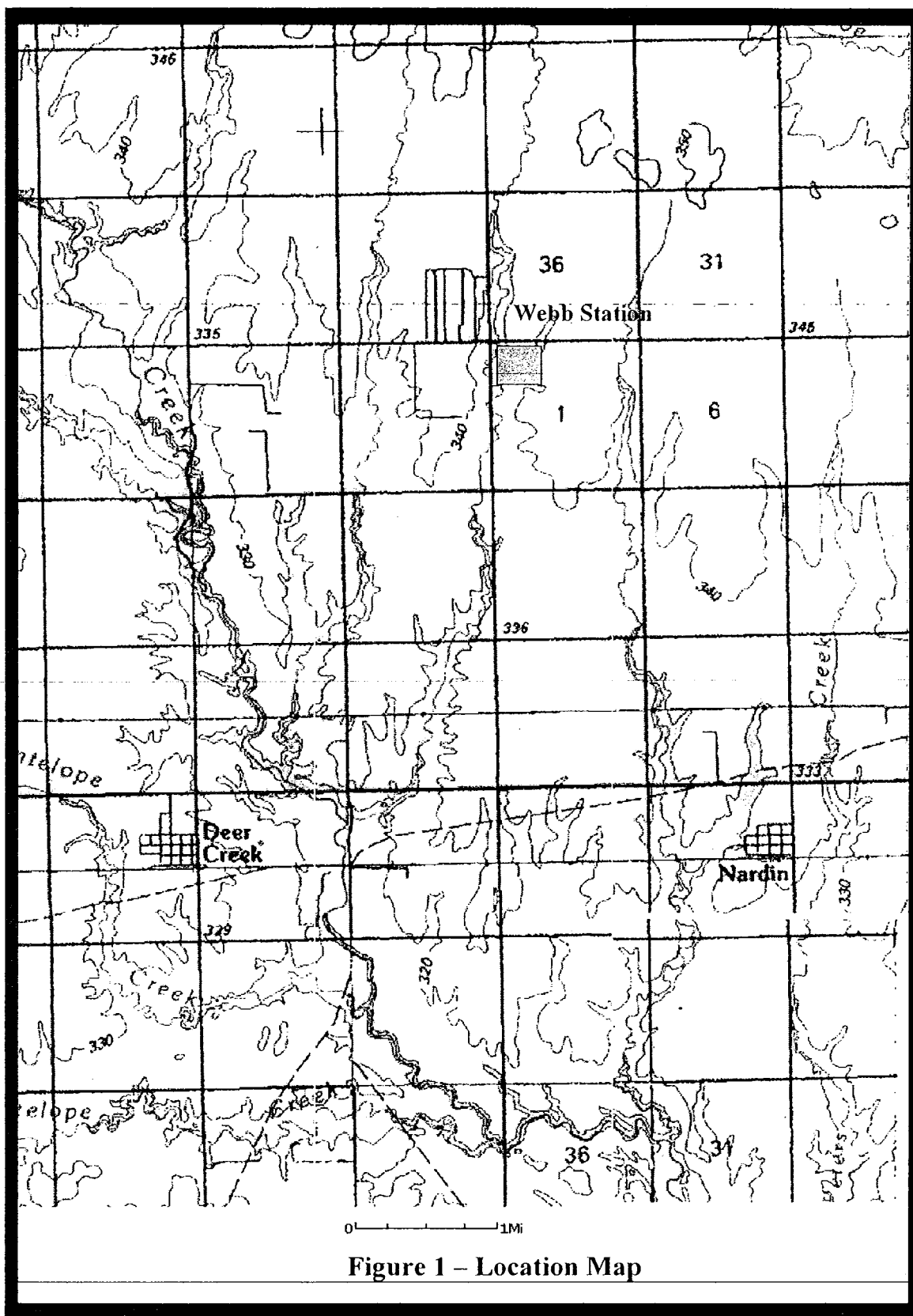
Agency for Toxic Substances and Disease Registry (ATSDR). 2002. Toxicological Profile for Polybrominated Biphenyls and Polybrominated Biphenyl Ethers (Draft for Public Comment). Atlanta, GA: U.S. Department of Health and Human Services, Public Health Service.

Where can I get more information? For more information, contact the Agency for Toxic Substances and Disease Registry, Division of Toxicology, 1600 Clifton Road NE, Mailstop F-32, Atlanta, GA 30333. Phone: 1-888-422-8737, FAX: 770-488-4178. ToxFAQs Internet address via WWW is <http://www.atsdr.cdc.gov/toxfaq.html>. ATSDR can tell you where to find occupational and environmental health clinics. Their specialists can recognize, evaluate, and treat illnesses resulting from exposure to hazardous substances. You can also contact your community or state health or environmental quality department if you have any more questions or concerns.



APPENDIX B

SITE VICINITY AND SITE MAP



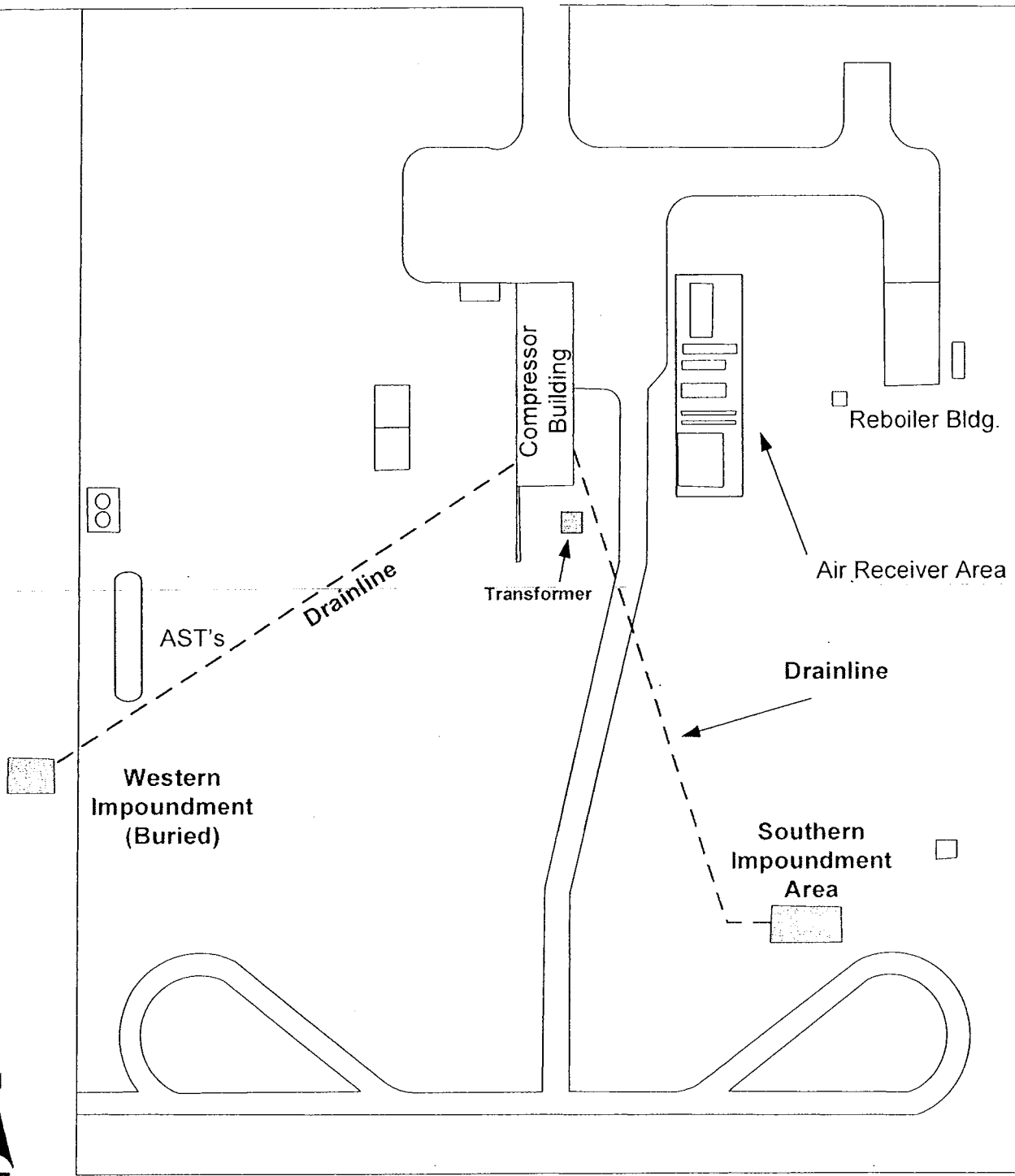


Figure - 2 Site Layout and Excavation Areas

Not to Scale

APPENDIX C

WORK PLAN PREVIOUSLY PROVIDED BY SOUTHERN STAR CENTRAL GAS
PIPELINE, INC.
(NOT INCLUDED)